

EXHIBIT A
OCEAN HILLS COUNTRY CLUB HOMEOWNERS ASSOCIATION

RECREATIONAL VEHICLE PARKING AGREEMENT

This Recreational Vehicle Parking Agreement (hereinafter "Agreement") is based on the **Homeowners Handbook of Rules and Regulations** and is entered into by and between the Ocean Hills Country Club Homeowners Association (hereinafter called the "Homeowners Association") and:

Printed Name of Resident(s)

Residing at _____
OHCC Street Address of Residents(s)

Email address(es)

Phone Number(s)

[hereinafter referred to as "Resident(s)"] in regard to the below-referenced recreational vehicle (hereinafter the "Vehicle"). Resident(s) affirm residency in the Ocean Hills Country Club, Oceanside, California. This agreement is made for the purpose of obtaining one (1) parking space for a recreational vehicle which may, in addition, include a tow vehicle, towed vehicle or trailer for transporting a towed vehicle, watercraft, ATV or equipment used for recreational purposes in conjunction with the approved recreational vehicle. The space must be of the appropriate size to safely park the additional vehicle or trailer totally within the assigned space. A tow vehicle, towed vehicle or trailer must be approved and registered on this Recreational Vehicle Parking Agreement.

A) Type of Vehicle (Ex: Motorhome, Travel Trailer, etc.): _____

Make & Model: _____ License #: _____
(State)

Length: _____ (ft) Year: _____ Color(s): _____

Assigned Space #: _____ Decal #: _____ Transponder # _____ Remote # _____

B) Type of Vehicle (Ex: Motorhome, Travel Trailer, etc.): _____

Make & Model: _____ License #: _____
(State)

Length: _____ (ft) Year: _____ Color(s): _____

Assigned Space #: _____ Decal #: _____ Transponder # _____ Remote # _____

Transponder Fee: _____ Remote Fee: _____ Payment: Cash or Check #: _____

HOA Staff _____

The Homeowners Association and the named Resident(s) hereby agree as follows: (Initial Each)

1. _____ A recreational vehicle means both motorized* and non-motorized** vehicles that combine transportation and temporary living quarters for travel, recreation or camping. This does not include mobile homes, park models, or off-road vehicles. Commercial motor vehicles and commercial trailers are not considered recreational vehicles.

* Motorized recreational vehicle means a motorhome built on a manufactured custom, truck, bus or van chassis. Examples are Class A, Class C, Class B and B+ motorhomes.

** Non-motorized recreational vehicle means a towable recreational vehicle that can be unhitched. Examples include conventional travel trailers, fifth wheel travel trailers, slide in/cab over truck camper, camping trailers with expandable and or folding sides, roof or end. Watercraft on a trailer, ATV's on a trailer, and recreational items in a utility trailer are considered non-motorized recreational vehicles. The Vehicle must be registered with the Homeowners Association and bear the current year Decal. Utility trailers for non-recreational purposes, undisclosed or undefined use are not considered non-motorized recreation vehicle.

2. _____ An additional vehicle (car, truck or van) that fits in the assigned space with the Vehicle is acceptable if it is a tow vehicle or towed vehicle with such capacity*. Any vehicle in the RV Lot must be registered with the Homeowners Association and bear the current year Decal. An RV owner's vehicle may be parked in the assigned RV Lot space for a short period of time when the RV is not occupying the space. **

* Additional vehicle must have tow capability or equipment installed to be towed by RV.

** Vehicle parked in assigned space is for temporary basis – not meant for extended trips – otherwise it would be considered vehicle storage and space cannot be temporarily assigned to another RV if necessary.

3. _____ A vehicle that is not a recreational vehicle, tow vehicle, towed vehicle or approved trailer as defined above may not be stored in the RV Lot unless specifically approved by the OHCC RV Lot Committee. Five spaces are allocated for utility trailers (no pickup trucks). If spaces are occupied, you can be put on a wait list.

4. _____ The Vehicle is owned and can be operated by the Resident(s) executing this Agreement. The Resident(s) certifies that the vehicle qualifies as a recreational vehicle and that it conforms to all the rules, regulations, and specifications presently as outlined in this Agreement. The Board of Directors of the Homeowners Association shall be the final arbitrator in cases of disagreement involving assignment of parking spaces and/or the definition of a specific vehicle.

5. _____ The Homeowners Association agrees to allow the Resident(s) to park the described recreational vehicle in the above-referenced assigned numbered parking space in accordance with and subject to the terms and conditions of this Agreement. The Resident(s) acknowledges that he/she/they has/have requested such permission and that such permission is granted merely as a temporary, revocable parking privilege on the common property administered by the Homeowners Association for the purpose of such parking. This permission does not convey any property right to the parking space and the assigned parking space may not be used for any purpose other than the parking of the above-described recreational vehicle. ***This permission is not transferable and will automatically terminate upon Resident(s) termination of their residency in OHCC or when the recreational vehicle is sold or otherwise transferred to another owner, whichever occurs first.***

6. _____ The parking space is assigned to the Resident(s) in its present condition. No additional improvements are promised and the Resident(s) is/are not entitled to alter or in any way modify the physical space or its delineating marking. The space may be used only for parking of the Vehicle as long as the Resident(s) owns that particular vehicle and is/are residing within Ocean Hills Country Club. Owners may be required to move to other spaces more suitable for the length of the RV as determined by the RV Lot Committee or HOA.

7. _____ **Resident(s) agree(s) to vacate the space in thirty (30) days, upon the written request of the Homeowners Association.** Resident(s) also agree(s) that in an emergency, or for maintenance or repair, he/she/they will be required to move his/her/their recreational vehicle immediately upon the Homeowners Association's request and that if Resident(s) fail(s) to do so or if the Homeowners Association is unable to reach Resident(s), the Homeowners Association shall be entitled to tow or otherwise relocate the recreational vehicle as reasonably necessary for the Homeowners Association's response to the emergency, maintenance or repair.. The HOA may require vehicles or trailers to move to a more appropriate space, depending on the size of the unit and space.

8. _____ The use of the parking space shall be initially assigned to the Resident(s) upon payment of the non-refundable gate opener fee of \$25.00 payable to the Homeowners Association. A portion of this fee will be used to maintain the gate openers. Replacement batteries are the responsibility of the Resident(s). The gate opener must be returned to the HOA in working condition upon the termination of this Agreement.

9. _____ OHCC resident (owner or tenant) who is currently assigned a space in the OHCC RV Lot decides to purchase a different recreational vehicle, like size or smaller, new, or used.

- I. Resident sells or trades-in their RV must notify the HOA within 72 hours.
- II. Resident intends to purchase a like size or smaller **used** RV from a **private party** must complete purchase, take possession, and register RV with HOA within 45 days of selling RV to retain original space assigned.
- III. Resident intends to purchase a **new**, like size or smaller RV from an RV dealer and delivery is weeks and/or months out, resident must provide HOA copy of sales agreement which specifies anticipated delivery date. If anticipated delivery date exceeds delivery date on original purchase agreement, resident must provide HOA copy of updated delivery date within 72 hours of being made aware of new delivery date to retain original space assigned.
- IV. If resident purchases a smaller RV and is currently assigned a larger space, resident will be allowed to retain current space until such a time the HOA is able to assign the correct size space for the RV purchased. Once HOA notifies resident a size appropriate space is available, resident must relocate to new space within 30 days of being notified.

10. _____ OHCC resident (owner or tenant) intends to purchase larger, new, or used RV which will not fit into the original space assigned.

- I. Resident has purchased and taken possession of a **used** RV he/she must complete RV LOT parking space request form and submit to the HOA office. HOA will determine if there is a space available. If a space is available HOA will assign space and new RV Lot agreement would need to be completed and signed by resident. If a larger space is **not** available HOA will place resident on the waitlist and

advise them of their position. While on waitlist resident must find alternate means of offsite storage at their own expense.

- II. Resident intends or has purchased a **new**, larger RV from an RV dealer which will not fit into the original space assigned. Once new RV has been purchased resident must complete OHCC RV LOT parking space request form and submit to HOA office along with a copy of the dealer sales agreement. If anticipated delivery date is extended by dealer resident must provide copy of updated delivery date within 72 hours of being notified of change. HOA will determine if there is a space available. If a space is available HOA will assign space and new RV Lot agreement would need to be signed by resident. If a larger space is **not** available HOA will place resident on the waitlist and advise them of their position. Should resident take possession of the new RV and are still on the waitlist, resident must find alternate means of offsite storage at their own expense.

11. _____ Resident is assigned a space in the RV lot appropriate for the size of their RV.

- I. HOA may stipulate the RV must be backed in, so RV is not past the delineation marking on the space or to not create a safety hazard to other residents entering or leaving the RV lot. Should resident have their RV parked in a manner which is creating a safety hazard, HOA will advise resident they need to park their RV in a specified manner within 24 hours. If resident is not able to comply with HOA request, resident will be asked to relocate to a different space in the RV lot if available. If no space is available and the resident is unable to comply with the required specified manner of parking, the resident will be required to relinquish the RV space.

12. _____ Concurrently with the execution of this Agreement and as a condition of the same, a new owner whose name does not yet appear on the assessment rolls of the Homeowners Association must provide evidence that escrow has closed; a tenant must provide evidence that a lease has been signed by both the landlord and tenant for a home in the community. Such documents or copies thereof must be currently valid and it shall be the responsibility of the Resident(s) to keep all of the foregoing in force during the existence of this Agreement to park the vehicle on the common property.

13. _____ The numbered parking space assigned to the Resident(s) shall be used only for the purpose of parking the herein described recreational vehicle(s). The space may not be used for maintenance and repair of the Vehicle. The Vehicle must be movable and in full operating condition at all times and may not be disassembled or otherwise incapacitated while parked upon the common property of the Homeowners Association.

14. _____ **The Vehicle must be actively used. Space is NOT intended for prolonged storage.**

15. _____ **During annual OHCC decal, vehicle registration and insurance verification process, Resident who signed Recreational Vehicle Parking Agreement must drive said vehicle(s) to vehicle decaling station identified by HOA. Should Resident be unable to complete decaling process as described due to health issues, etc. decaling will not be completed. Resident must provide written documentation stating when health issues, etc. will be resolved. Should health issues exceed a 90-day period, Resident must relinquish assigned space within 30 days.** A trailer (boat or RV trailer) **MUST** be towed by a vehicle owned and registered to the resident. This vehicle and trailer must be driven to the Decal location by that owner/resident.

16. _____ Vehicles may not be occupied or otherwise used for habitation purposes while anywhere on the properties.
17. _____ The Resident(s) hereby agrees to indemnify, defend, and hold the Homeowners Association, its officers, directors, agents, and all management and community patrol personnel harmless from any loss, damage, injuries, or any other claims which may be filed in connection with the use of parking of the Vehicle, or the moving of said Vehicle, or any other vehicle Resident(s) may use inside of, to or from the RV Lot.
18. _____ The Resident(s) acknowledge(s), agree(s), and understands that the Homeowners Association shall not be obligated to provide any additional, special or higher level of patrol for the RV Lot than the level of normal patrol authorized by the HOA Board of Directors and provided to the entire community as a whole. Parking of the Vehicle shall be at the sole risk of the Resident(s).
19. _____ Resident(s) shall not allow any fuel, grease, waste water, fluids or debris of any sort to accumulate at the assigned space or to leak or spill from the Vehicle or any other source. In the event of any such accumulation, leak or spill, the Resident(s) shall immediately and completely clean up and properly and lawfully dispose of the same off- site. No loitering or storing miscellaneous items in the assigned space or surrounding common areas. Must maintain space clear of junk; No tires, bricks, wood planks, or loose items on the ground.
20. _____ Vehicle(s) may not be washed within the assigned space, as to not obstruct or affect nearby vehicles. The designated Wash Bay in the RV lot should be utilized for vehicle washing as its intended purpose.
21. _____ This Agreement may be terminated by the Homeowners Association Board of Directors upon 30 day's written notice mailed by first-class mail by Homeowners Association to Resident(s) at their stated mailing address or by the Resident(s) to the Homeowners Association at 4600 Leisure Village Way, Oceanside, CA 92056, said notice to be deemed given upon deposit of the same in the U.S. mail with postage paid.
22. _____ The undersigned Resident(s) declare(s) that he/she/they has/have read, understand(s), and agree(s) to abide by the Rules and Regulations regarding recreational vehicles and the RV Lot as approved by the Board of Directors of the Ocean Hills Country Club Homeowners Association. The Resident(s) further acknowledge(s) that he/she/they has/have read and is/are familiar with all use and parking restrictions imposed by the CC&Rs of the community. The Resident(s), in consideration of being allowed to park his/her/their recreational vehicle, expressly agree(s) to comply with all such restrictions, Rules and Regulation.
23. _____ If Resident(s) should fail to remove the Vehicle following the Homeowners Association's notice of termination as provide above, the Homeowners Association may have the recreational vehicle towed away to and stored at a public garage or storage lot at the Resident(s) expense. In the event of any dispute arising out of this Agreement, the same shall be resolved at the San Diego County Superior Court in Vista, California, or at the Small Claims Division of said Court. The prevailing party in any such dispute shall be entitled to recover its attorneys' fees and costs incurred in such dispute.
24. _____ In case of a conflict between this Recreational Vehicle Parking Agreement and the Rules and Regulations, the Rules and Regulations would prevail. In case of a conflict between the Rules and Regulations and the CC&Rs, the CC&Rs would prevail.
25. _____ HOA must be notified if Vehicle has been sold within 72 hours of sale. Please fill out a Status Change Form available at the HOA Office.

26. _____ HOA must be notified if space will be vacated for an extended period of time (3 weeks+). Please fill out a Status Change Form.

27. _____ If owner rents/leases the home then the owner gives up any and all rights and privileges to use the Association Property including all Common Facilities such as the RV Lot and other amenities.

IT IS SO AGREED at Oceanside, California, on the date set forth below.

Dated: _____

Resident(s) Printed Name(s): _____

Signature: _____ Signature: _____

Ocean Hills Country Club Homeowners Association

By: Ocean Hills Country Club HOA Office Staff _____